

A. G. Contract No. KR91-2236-TRD
ECS File: JPA-91-74
Project: RAM-600-1-534
TRACS No.: H 2400 06C
Section: Pima Freeway
Pima Rd./Chaparral Rd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE SCOTTSDALE COMMUNITY COLLEGE

THIS AGREEMENT is entered into 11 January, 199~~4~~⁵, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the STATE BOARD OF DIRECTORS FOR COMMUNITY COLLEGES OF ARIZONA on behalf of the MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT and SCOTTSDALE COMMUNITY COLLEGE, (the "Board").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Board is empowered by Arizona Revised Statutes Section 15-1424 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Board.

3. The State has plans to construct the Pima Freeway (101L) ("the Freeway"), across portions of land owned by the Salt River Pima-Maricopa Indian Community (SRPMIC), including land which has been subject to a lease between SRPMIC and the Board. The lease, which is designated as Contract 8HC 1420C6321, is pursuant to the provisions of the Act of 2 November 1966 (80 Stat. 1112), as amended (25 U.S.C. §416, et seq. as supplemented by part 162.20, et seq.) Leasing and Permitting, of the code of Federal Regulations, Title 25-Indians, and any amendments thereto relative to leases on restricted Indian lands. The lease affects the land shown and

NO. <u>19377</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/11/95</u>
<i>James Lee Hull</i> Secretary of State
By <i>Vicky Greenwood</i>

described on Exhibit "A", attached hereto and made a part hereof. The Board has constructed a junior college campus known as Scottsdale Community College (the "Campus") on portions of the leasehold premises. Subject to prior execution of this agreement, the Board and SRPMIC will modify the lease so that land on which the Freeway is constructed will be part of a 40 acre parcel of land which will be released from the lease in exchange for an additional 39.4-acre parcel immediately northeast of the leasehold premises.

4. The State has acquired sufficient right of way along Chaparral Road to accommodate three lanes of traffic in each direction between Pima Road and the western ramps of the Freeway and two lanes of traffic in each direction between the eastern ramps of the Freeway and the eastern edge of the Campus. The State has acquired sufficient right of way and provided adequate structural clearance to accommodate three lanes of traffic plus a left turn lane in each direction between the eastern and western Freeway ramps; however, only two lanes plus a left turn lane in each direction will be constructed between the ramps. The State has also acquired access control along the Freeway right of way and for 100 feet from the end of the ramp radii returns along Chaparral Road.

5. Prior to the State's construction of the Freeway, the State will construct Chaparral Road with three lanes in each direction between Pima Road and the western ramps of the Freeway (the third lane in each direction is contingent upon funding by the Maricopa County Highway Department) and two lanes plus a center left turn lane between the western ramps of the Freeway and the east end of the Campus. Dual left turn lanes into the 92nd Street campus entrance will also be constructed. The roadway, pursuant to the construction bid documents, will also include a 5-foot wide bicycle lane in each direction from Pima Road to the bicycle entrance at the northeast corner of the Freeway and Chaparral Road interchange.

6. The purpose of this agreement is to offset the impacts of the Freeway construction. The accomplishment of this work is in lieu of direct payment for any interest the Board might have to the property that's being acquired and is in satisfaction for any claims for damages by reason of the taking of the leasehold interest or the construction of the Freeway in the manner proposed.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State has:

a. Deposited funds with the SRPMIC for the construction of alternate Campus access via 92nd Street from the north edge of the Campus to the McDonald Drive interchange with the Freeway.

b. Developed the Chaparral Road construction documents and have submitted them to the Board for review and comment, to maintain two lanes of traffic in each direction during peak traffic hours.

2. The State will:

a. Construct, pursuant to the construction bid documents, replacement parking for 840 parking spaces which will be lost as a result of future Freeway construction. Said replacement parking shall be installed prior to the removal of any parking spaces within the Freeway right of way. An additional 276 parking spaces will be constructed by the State. As part of the new parking lot construction, the State will repair any existing parking lots which may become damaged by said construction.

b. Construct the irrigation system for the parking lot at the time the parking lot is constructed based upon plans to be furnished by the Board.

c. Replace the one telephone that is being taken for the construction of the parking lot.

d. During the construction of Chaparral Road, the State will coordinate all traffic related changes with a representative of the Campus. Closure of Jackrabbit Road access to the Campus will not be made by the State until construction of Chaparral Road is complete.

e. Construct the Freeway off-site drainage system in accordance with the construction bid documents, to accommodate historical drainage flows which currently reach the southwest corner of the Campus (intersection of Chaparral Road and Pima Freeway).

f. Construct all utility, sleeving and extensions as shown on the construction bid documents.

g. Relocate and/or replace the Scottsdale Community College entrance signs which are currently located adjacent to the Freeway right of way.

h. Line the drainage channel with crushed (decomposed) granite material requested by the College.

i. Construct the future Freeway along its currently planned alignment, adjacent to land leased by the College, as shown on Exhibit "B", attached hereto and made a part hereof.

j. At the time it constructs the Freeway, will construct a noise wall (in accordance with Purcell, Noppe & Associates, Inc., August 31, 1993 noise report) which varies in height from 10' to 14' along the exterior shoulder of the north bound Pima Freeway from station 2593+50 to station 2605+00. Construct a 10' high berm along the exterior shoulder of the north bound entrance ramp from station 2592+00 to station 2595+00 and a 6' high berm from station 2595+00 to station 2605+00.

k. Pay Scottsdale Community College \$3,500.00 as full and complete compensation for 100 trees that will be removed during the construction of the replacement parking and the Freeway.

l. Landscape the north side of Chaparral Road between the freeway and the east end of the reconstructed parking lot. Restore the existing landscaping on the north side of Chaparral Road from the east end of the parking lot to station -1+25, the end of Chaparral Road construction.

3. The Board will:

a. Grant to the State all necessary temporary construction easements (TCEs) as needed upon request.

b. Design the irrigation system and furnish plans to the State immediately, due to the time element in construction of the parking lot, in any event no later than December 15, 1994.

c. Provide on site drainage retention in accordance with SRPMIC ordinances for increased drainage flows created by new improvements to the Campus. The retained flows could be metered into the Freeway off-site drainage system (upon approval of the plans by the State) during non-peak drainage conditions.

d. Upon completion of construction, maintain the drainage channel lined with the crushed (decomposed) granite.

e. Be responsible for any contractor claims for extra compensation due to delays caused by acts or omissions attributable to the Board.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said construction; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E/616E
Phoenix, AZ 85007



Maricopa County Community College District
c/o Ms. Janice L. Bradshaw
Legal Counsel
2411 W. 14th Street
Tempe, AZ 85281

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


STATE BOARD OF DIRECTORS FOR
COMMUNITY COLLEGES OF ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
Its 

By 
ROBERT P. MICKELSON, P.E.
Chief Deputy State Engineer

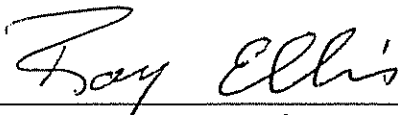
APPROVED AS TO FORM


DOUGLAS G. ZIMMERMAN
Attorney for State Board of
Directors for Community Colleges
of Arizona

RESOLUTION

BE IT RESOLVED on this 5th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Scottsdale Community College for the purpose of facilitating the release of leased land between the College and the Salt River Pima Maricopa Indian Community and defining certain responsibilities for construction improvements and maintenance of landscaping.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN, Director
Arizona Department of
Transportation

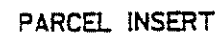
CERTIFICATION

I, Douglas G. Zimmerman, special attorney to the State Board of Directors for Community Colleges of Arizona, hereby certify that I have reviewed the intergovernmental agreement (A.G. Contract No. KR91-2236-TRD) between the State Board of Directors for Community College of Arizona on behalf of the Maricopa County Community College District/Scottsdale Community College and the State of Arizona acting by and through its Department of Transportation and have determined that it is within the scope and authority of the State Board to enter into such agreement.

A handwritten signature in cursive script, reading "D.G. Zimmerman", is written over a horizontal line.

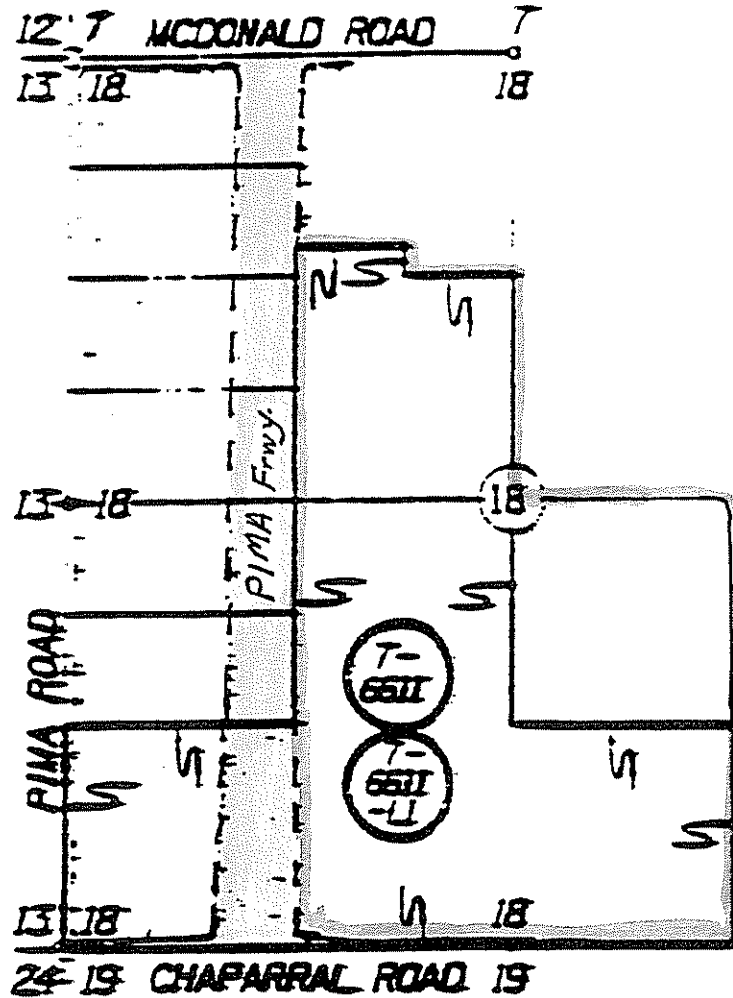
Douglas G. Zimmerman
Special Attorney for the State
Board of Directors for Community
Colleges of Arizona

from lease
39.4 Acres Exchanged

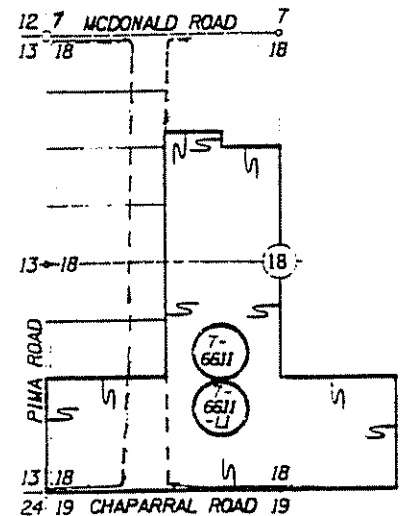


SHEET 21 OF 5

JPA 91-74 Exhibit "B"
 Planned Alignment of Future
 PIMA Freeway
 Land Leased by SCC



PARCEL INSERT



PARCEL INSERT

DRAWING NO.	D-T-T-823	ARIZONA DEPARTMENT OF TRANSPORTATION
FIELD COPY		HIGHWAYS DIVISION
DRAWN/DATE	WLB/6-90	RIGHT OF WAY PLANS SERVICES
CHECKED/DATE	NGILES/6-90	PROJECT NO. 600-1-702
The WLB Group 333 East Osborn Road Phoenix, Arizona 85022		NORTHEAST OUTER LOOP
DATE	LOCATION	
S.R.101L	DOUBLE TREE RANCH RD. - SOUTH RESV. BNDRY.	

SHEET 21 OF 5



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR91-2236-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3rd day of January, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt
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